## RULES FOR THE GRANT OF LOANS GENERALLY TO FACILITATE AGRICULTURAL AND INDUSTRIAL OPERATIONS AND FOR THE PURCHASE AND ERECTION OF MACHINERY.

1. In order to facilitate agricultural and industrial operations, loans of money may be granted under these rules for any or all the purposes specified below:—

(1) For the purchase and erection of machinery for agricultural or industrial undertakings;

(2) for the construction of wells or tanks, of mills, warehouses and other structures necessary for agricultural and industrial operations;

(3) for the provision of raw material, working capital or appliances other than those specified above, required for the carrying on of industrial operations.

2. The Director of Industries and Commerce shall be competent to sanction loans not exceeding Rs. 2,500. Loans for sums between Rs. 2,500 to Rs. 10,000 require the sanction of Government, and loans above Rs. 10,000 will be referred to the Board of Industries and Commerce, for opinion before sanction by Government.

3. The rate of interest charged shall be 6 per cent for loans sanctioned on and after 1st July 1926.

NOTE.—Interest will be calculated to the nearest anna omitting five pies and less, and reckoning six pies and more as one anna.

4. For loans granted after 1st July 1926, interest will accrue from the date of disbursement of the loan.

5. *Period allowed for repayment and mode of recovery of loans.*—Loans shall be repayable by fixed annual payments, discharging both principal and interest.

Simple interest shall be charged on the loan, or, if it is disbursed in instalments, on these instalments, up to a date one year previous to the date fixed for commencement of repayment; and the total amount comprising the loan and such interest shall be recovered by annuities.

The time allowed for repayment of the loans and the amount of instalments shall be fixed by the authority sanctioning the loan having regard to the nature and magnitude of the agricultural or industrial operations proposed to be undertaken; but such time shall not exceed generally ten years.

Nothing in this rule shall be taken to preclude a borrower from discharging the loan at an earlier period or from paying a larger amount than the annual instalment. The excess so paid shall be credited in reduction of principal and the number of future payments shall, if necessary, be decreased, but no reduction in the amount of the instalments fixed under para 2 of this rule shall on this account be allowed.

6. The date for repayment of each instalment shall be decided by the Director of Industries and Commerce in reference to the nature of the object for which the loan is granted. But the date of payment of the first instalment shall not be put off for more than twenty-four months from the date of the completion of the installation when it is put up by the Department or in the case of loans for working capital for more than 24 months from the date on which interest becomes chargeable. Whenever the applicant for a loan proposes to erect the installation himself the Director shall fix at the time of the disbursement of the loan a reasonable time for the completion of the installation having regard to the nature of the plant to be erected, facilities for labour supply, etc., and the time so fixed shall be binding on the applicant and the installation shall be regarded as completed after the expiry of the period for the purpose of counting the time for repayment.

7. *Postponement of Repayment and Remissions.*—If from causes beyond the control of the borrower the payment of any instalment becomes unduly burdensome to him the Director may suspend the repayment of this instalment for a period of one instalment. This shall have the result of postponing the payment of all future instalments by a like period seriatim and extending the time fixed for the repayment of the loan for the period of one instalment. Such a concession shall not be granted by the Director more than twice during the currency of the loan. Simple interest at the stipulated rate shall be charged on all suspended instalments for the period of such suspension.

8. When the work for the carrying out of which the loan is contracted fails from causes beyond the borrower's control, and when the recovery of the loan in full would occasion serious hardship to the borrower, the circumstances of the case shall be reported to Government, by the Director with his recommendations for their orders.

9. On every instalment which is not paid on the due date, the Director shall have power to recover interest at 9 per cent on the amount due from the date on which payment ought to have been made.

In calculating interest under this rule, a broken period of a month shall count as half a month or one month according as it is less or not less than 15 days and a fraction of a rupee as half-rupee or one rupee according as it is less or not less than eight annas and the overdue interest will be calculated to the nearest anna omitting five pies and less and reckoning six pies and more as one anna.

10. Repayment should ordinarily be made at the treasury of the taluk in which the work has been carried out, but with the special permission of the Director repayment may be made at any District or Taluk Treasury in the State.

11. No loan shall be granted unless the value of the security which may be in the shape of immovable property or of plant and machinery or partly in one and partly in the other is at least 1½ times the amount of the loan, provided that when machinery or other property subject to depreciation is offered as security either wholly or in part it will be taken at 50 per cent of its market value for the purpose of the security. The object on which the loan is expended shall form part of the security, unless specially exempted by the Director or other sanctioning authority, provided that in all cases, and at all times, it shall be open to the Director to re-evaluate the security and require additional security if necessary to restore the required margin of safety. In cases where the security offered is liable to destruction by accident, the agreement shall include a condition as to sufficient insurance against accident.

12. *Hire Purchase.*—If an applicant so desires, he may instead of offering security of immovable property for a loan to purchase machinery for agricultural or industrial purposes, obtain the requisite machinery from the Director of Industries on the hire-purchase system on the terms specified in the form of agreement appended hereto, provided the applicant deposits with his application one-third of the value of the machinery required by him. This amount will be applied towards the reduction of the H. P. amount as provided for under Clause 2 of the agreement In the case of special machinery, however, for which there is not likely to be much demand if sold, the Director shall obtain an initial deposit of 50 per cent of its value. The deposit if paid before the execution of the agreement will be credited to the Government Savings Bank before it is finally applied as provided for in this rule.

13. *Loans for Working Capital.*—Whenever loans are granted for working capital under rule 11 the borrower should submit a quarterly balance sheet showing the distribution in detail of the floating assets of the concern for which the working capital was obtained at their current market value in the form that may be prescribed by the Director.

14. *Recovery of Loans.*—All loans granted under these rules and all other sums falling due to Government in connection therewith, other than under a contract for hire-purchase, shall be recoverable as arrears of land revenue and a stipulation to this effect shall be inserted in every agreement executed by a borrower. If, at any time, the Director of Industries and Commerce is satisfied that any person or persons who have received a loan, have failed to perform any of the conditions on which it was made, he may after recording in writing the grounds of his decision, pass an order directing the recovery forthwith of the loan, with any interest payable thereon and costs, as an arrear of land revenue. On receipt of a certified copy of such an order, the Deputy Commissioner to whom it is communicated, will forthwith proceed to recover from such person or persons any sums which may remain due together with any interest payable thereon and costs, as an arrear of land revenue; provided that, with the sanction of the Director of Industries and Commerce, such officer may, at his discretion, so recover any sum less than the whole balance of the loan without prejudice to his right to recover the remainder of such balance at any subsequent time.

15. *Mode of Application.*—An application for a loan must be made in writing to the Director of Industries and Commerce on Form No. I, hereto annexed, printed copies of which will be available free of cost at all Taluk Offices. Every application for a loan shall contain a declaration signed by the applicant or his surety as the case may be, that the statements made therein regarding the nature and extent of the encumbrances on the property offered as security are true and that there are no other encumbrances on the property to the best of his information and belief. The applicant shall also show in the column of remarks in Form I:—

(1) Whether the applicant proposes to supplement the loan by any private capital and if so, to what extent;

(2) The estimated total cost of the proposed work and the probable period that will be occupied in its construction.

16. An application for machinery on the hire-purchase system shall be in Form II appended hereto, printed copies of which will be available free of cost at all Taluk Offices.

17. *Grant of Loans.*—No loan shall be granted without a local inquiry which shall be conducted by the Department of Industries and Commerce. It shall form an essential part of the local enquiry to ascertain whether the borrower has sufficient cash or credit to provide necessary working capital for the undertaking. The result of his inquiry will be reported to the Director of Industries and Commerce, whose subsequent action in dealing with the application will be determined by the nature of the report as to the value of the security rendered, the working capital at the disposal of the borrower, his business ability to manage the concern and other relevant particulars. In dealing with applications for loans connected with agricultural purposes the Director will obtain and place on record the opinion of the Director of Agriculture.

18. Loans will ordinarily be granted for the purchase of machinery approved by the Director of Industries and Commerce or other competent professional adviser as suitable for the purpose to which it is to be applied. Intending applicants for loans may address the Director to obtain advice, previous to submitting their applications.

19. All loans will be disbursed by the Director, and it will be the duty of the borrower to put the work in hand immediately after the receipt of the loan.

The Department of Industries and Commerce will, if requested to do so, undertake the erection and starting of machinery for private individuals or firms, and will hand over the same in good working order.

20. Machinery purchased with loans obtained under these rules must be maintained in good working order to the satisfaction of the Director of Industries and Commerce, who may order repairs or renewals to be made at the cost of the owner. Failure to comply with such orders will involve proceedings for the recovery of the loan under rule 14 of these rules. The borrower (or hirer as the case may be) shall send to the Director of Industries and Commerce annually without fail information regarding the working and general financial condition of the undertaking in the form that may be approved by him from time to time.

21. *Registers and Accounts.*—The Director shall keep a register of loans and repayments under these rules, including cases of hire-purchase, in a form which he will settle in consultation with the Comptroller. This register should clearly show the stage in which each transaction stands at any particular time.

22. Every loan sanctioned under these rules should be reported by the sanctioning authority to the Comptroller with full particulars. The Comptroller will see that the loan is covered by rules and sanction of competent authority and will watch the repayment of the instalments. A special section in the Comptroller's Annual Report on loan transactions should be devoted to loans under these rules.

## FORM I.

## FORM OF APPLICATION FOR LOANS.

1. Name, father's name and residence of applicant.
2. Amount of loan required.
3. Object for which the loan is required.

| Security offered | | | | | | | | | Name of the person who agrees to offer land or other immovable property as security and the nature and extent of his right in it | Rights of others in the land | | Nature and extent of encumbrances if any, in the property where land or other immovable property is offered as security | Whether any arrears are due on land or other immovable property offered as security | Proposed time of repayment | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| If porson | If land | | | | | | Other immovable property | | | Name, occupation and address | Nature and extent of right | | | | |
| (1) Name, (2) Father's name and (3) residence of the surety | Village | Survey No. | Kind | Extent | Assessment | In whose name registered | Extent | Description | | | | | | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | | | | A. g. | Rs. a. p. | | A. g. | | | | | | | | 1 Amount of private capital by which it is proposed to supplement the loan.<br>2 Total cost of work.<br>3. Amount of private capital available.<br>4. Probable period required for completion. |

NOTE.

1. Application for a loan under these rules should be made to the Director of Industries and Commerce on Form No. I, printed copies of which will be available free of cost in all Taluk Offices.

2. Loans of money may be granted under these rules for any or all the purposes specified below:—

(i) Purchase and erection of machinery for agricultural or industrial undertakings, ordinarily up to a limit of Rs. 10,000 in each case.

(ii) The construction of wells and tanks, of mills, warehouses and other structures necessary for agricultural or industrial operations.

(iii) The provision of raw material, working capital or appliances, other than those specified above required for the carrying on of industrial operations.

3. All loans granted under these rules and all other sums falling due to Government in connection therewith shall be recoverable as an arrear of land revenue.

4. The applicant will show in the column of remarks in Form No. I :—

(i) Whether the applicant proposes to supplement the loan by any private capital and if so, to what extent.

(ii) The estimated total cost of the proposed work and the probable period that will be occupied in its construction.

5. The rate of interest charged on the loan shall be *6 per cent per annum*.

6. Loans shall be repayable by fixed annual payments, discharging both principal and interest.

7. The time allowed for repayment shall be fixed by the authority sanctioning the loan subject to the limitation of a period of ten years.

8. If the grantee of a loan misapplies the whole or any portion of the loan or otherwise fails in any of the conditions of the grant, the whole unpaid balance of the loan with interest and costs will be liable to summary recovery as an arrear of land revenue.

9. Loans for the purchase of machinery will be sanctioned, only on the condition that the machinery is approved by the Director of Industries and Commerce or other competent professional adviser as suitable for the purpose to which they are to be applied.

10. If requested, the Department of Industries and Commerce will undertake to erect the work for which the loan is obtained at the cost of the borrower and hand it over to him in good working order and with proper accounts of the expenses incurred on his behalf.

11. The machinery purchased and the buildings, etc., erected with the loan referred to above shall be maintained in a suitable condition and working order and repairs and renewals as directed by the Director from time to time shall be carried out without undue delay.

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**FORM II.**

APPLICATION FOR MACHINERY FOR AGRICULTURAL OR INDUSTRIAL PURPOSES ON THE HIRE-PURCHASE SYSTEM.

1. Name of applicant.

2. Father's name.

3. Caste.

4. Age.

5. Residence.

6. Village, hobli, taluk and district where applicant proposes to set up the machinery.

7. Nature and description of machinery required and its approximate value.

8. Object for which the machinery is required.

9. Amount which the applicant is prepared to deposit (being half of the approximate value of the machinery required) and collateral security which he is prepared to offer, if required.

10. Whether the applicant wishes the Director of Industries and Commerce to set up the machinery for the applicant at applicant's cost and what other help he wants from the department in connection with the installation.

## FORM III.

I. The sum of rupees.....is granted to..... ...caste..... calling.....son of.....residing at..... as a loan under Government Order No. D. 5135-37—I & C. 254-27-7, dated 19th November 1928, for the purpose of..... ..... subject to the following conditions:—

II. The conditions referred to are as follows:—

(i) That as requested by the borrower.....the amount of the loan shall be expended by the Department of Industries and Commerce on the execution of the necessary security bonds for the purpose of..... .....and the work handed over to the borrower..... ..... as soon after completion as possible in good working order with proper accounts of the expenses incurred on behalf of the borrower; or,

(ii) That the amount of the loan shall be paid to the aforesaid.....in..... .....instalments on the execution of the necessary security bonds, the first on the production of this order and the second and subsequent instalments on proof that the first and previous instalments have been properly utilised.

(iii) That if it shall appear to the satisfaction of the Director of Industries and Commerce that any portion of the first or subsequent instalments have been misapplied to any other purpose than that specified above the portion of loan already paid to the aforesaid .....shall be recoverable as an arrear of land revenue.

III. (i) That the loan with interest thereon at 6 per cent shall be repaid by equal annual instalments of Rs.....falling due with the..... .....khist of the revenue year commencing with 19 .....and ending with 19 .....

(ii) Such annual payments shall be made at the Treasury of.....Taluk.

(iii) If default in payments of annual instalments on account of the loan occurs, the Director shall have power to recover interest at 9 per cent on the amount due from the date on which the payment ought to have been made. In calculating interest under this rule a broken period of a month shall count as half a month or one month according as it is less or not less than 15 days, and a fraction of a rupee as half rupee or one rupee according as it is less or not less than eight annas. If the aforesaid.....should contravene any of the conditions under which the loan is granted, the unpaid balance of the loan shall be recoverable as an arrear of land revenue.

NOTE.—Interest under (i) and (iii), will be calculated to the nearest anna omitting five pies and less, and reckoning six pies and more as one anna.

IV. That machinery purchased and building, etc., erected with the loan referred to above shall be maintained in a suitable condition and good working order and that repairs and renewals as directed by the Director of Industries and Commerce from time to time shall be carried out without undue delay.

V. The borrower shall send to the Director of Industries annually without fail information regarding the working and the general condition of the undertaking in the form that may be approved by him from time to time.

VI. That for the repayment of the loan with interest and costs, if any, due on the same, the immovable property specified below, in addition to the object upon which the loan is expended, is hypothecated as collateral security to Government.

*Signature of the Officer granting the loan.*

I have understood and agreed to the aforesaid terms and conditions.

*Signature of Borrower.*

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## FORM IV.

### HIRE-PURCHASE AGREEMENT.

An agreement made this.....day of 19 ....between the Director of Industries and Commerce on behalf of the Government of His Highness the Maharaja of Mysore (hereinafter called "the Director") of the one part and.....of..... (hereinafter called "the Hirer") of the other part.

Whereby it is agreed as follows :—

1. The Director agrees to let on hire to the hirer, and the hirer agrees to take from the Director the machinery in the Schedule hereunder written (hereinafter referred to as "the Machinery").

2. The Director hereby acknowledges the receipt of Rs..... for the option of purchase hereinafter contained. If the hirer shall exercise such option, credit will be given to the hirer for such sum. If he does not, then such sum shall be forfeited to Government at the discretion of the Director of Industries and Commerce.

3. So long as the hirer thinks fit to continue the hiring, he shall pay for the hire of the said machinery to the Director at Bangalore, or to his order without demand, the sum of Rs. ..... every year or any shorter period to be fixed by the authority sanctioning the loan with interest on the amount of hire for the time being unpaid at the rate of *6 per cent per annum*.

The first payment of Rs....., together with the interest (which will be calculated to the nearest anna omitting five pies and less and reckoning six pies and more as one anna) which shall have accrued and be payable as aforesaid to be made on the.....day of.....19.....the second payment of Rs.....and interest as aforesaid to be made on the.....day of..... 19.....and the third payment of Rs.....and interest as aforesaid to be made on the..... .....day of.....19.....the fourth payment of Rs.....and interest as aforesaid to be made on the day of.....19 , (*and so on*).

4. It shall be lawful for the Director and all persons authorised by him, at all times to enter upon any premises in which the machinery may be for the time being, to examine the same.

5. The hirer agrees with the Director that during the hiring :—

(*a*) the machinery shall be kept in good and serviceable order and condition (also without damage by fire) and that no alteration or addition thereto shall be made without the previous written consent of the Director ;

(*b*) the machinery shall be kept in possession of the hirer and upon trust for the Director at the hirer's address given in the Schedule, hereto, or at such other addresses as the Director may by writing authorise, free from distress, execution, or other legal processes, and shall not on any account be sold, assigned, or dealt with, or the possession, thereof parted with ;

(*c*) all rates, taxes and outgoings payable in respect of the premises wherein the machinery may for the time being be placed shall be duly and punctually paid and discharged by the hirer, and the current receipts therefor shall be produced to the Director on demand.

(*d*) The hirer shall bind himself to accept the charges incurred by the Department in setting up the plant at his desire.

(*e*) The hirer shall send to the Director of Industries and Commerce annually without fail information regarding the working and general condition of the undertaking in the form that may be approved by him from time to time.

6. It is hereby declared that the Director has entered into this agreement upon the express declaration by the hirer, and the hirer hereby expressly warrants, that the premises upon which the machinery is to be placed are free from any mortgage incumbrance or charge, given or created by the hirer or any person through whom he claims.

7. If the hirer at any time during the hiring shall be desirous of executing or creating any charge mortgage or other incumbrance of or upon the premises in or upon which the machinery shall for the time being be, he shall give to the Director one calendar month's previous notice in writing of his intention so to do, and upon the receipt of such notice it shall be lawful for the Director to put an end to the hiring in manner provided by the next succeeding clause.

8. If the hirer shall make default in punctually paying any hire instalment, the Director may levy overdue interest on such instalment at 9 per cent per annum which will be calculated to the nearest anna from the date on which the instalment became due until the date of payment of the instalment and the accrued interest.—

9. If the hirer :—

(*a*) shall be adjudicated bankrupt or shall file a petition in insolvency or enter into any arrangement or composition with his creditors ; or

(*b*) shall execute or create any mortgage incumbrance or charge of or upon the premises in or upon which the machinery may for the time being be, or give notice of his intention so to do as provided by the last preceding clause ; or

(*c*) shall fail to observe and perform any of the agreements and conditions contained in this Agreement and on his part be observed and performed then and in any such case, it shall be lawful for the Director to immediately put an end to the hiring and for that purpose the hirer hereby authorises the Director or any one deputed by him to enter upon any premises in which the machinery may be for the time being, and to seize and take away the same, except that in cases where the machinery has in the opinion of the Director suffered undue deterioration owing to neglect or otherwise, the Director shall instead of putting an end to the hiring be competent to require additional collateral security towards the repayment of the hire instalments still due.

10. Should the hirer hinder or prevent the Director or his Deputy seizing and taking away the machinery, then and in every such case the hirer shall pay to the Director, the sum of Rs. 200 (two hundred rupees) as and by way of liquidated damage for breach of this provision and not by way of penalty.

11. If the Director shall seize and take possession of the said machinery under clause 9 hereof the hirer shall have the option within one month after such seizure, of purchasing the said machinery by the payment to the Director of Rs....., together with the costs and expenses of and incidental to such seizure. In the event of the hirer making such payment within the time aforesaid, he shall receive credit from the Director for all sums previously paid by him on account of hire and the amount paid on the signing of this agreement. If the hirer shall not exercise such option and make such payments within the time aforesaid, the option given to the hirer by this clause shall cease and the hirer shall not be entitled to any credit, allowance or return for or on account of any payments made previously by him.

12. No allowance, return credit or payment shall be allowed or paid to the hirer in the event c the hiring being determined by the Director as provided by clause 8 hereof, but the hirer shall pay t the Director at Bangalore all arrears of hire, interest and damages, for the breach of this agreemer up to the date of such determination.

Such damages shall be in addition to and not in substitution of any damages mentioned in clause hereof.

13. All sums falling due to the Director under this contract shall be recoverable from the hire as an arrear of land revenue.

14. The Director hereby agrees that the hirer shall have the option of purchasing the machiner at any time during the hiring by paying the sum of Rs.....with interest thereon at 6 *per cer per annum* from the date hereof, and also that if the hirer shall exercise such option, he will give to th hirer credit against such purchase-price for all payments which shall have been made by him for hir with counter interest on such payments at the like-rate and also for the sum paid on the signing of th Agreement. But until such purchase-price shall have been paid in full, the said machinery shall rema the absolute property of the Government of Mysore.

15. If the Director shall grant to the hirer any time or indulgence, the same shall not affect c prejudice the Director's rights under this agreement.

.....

*Director's signature.*

.....

*Hirer's signature.*

Witness to signature of the said.....
Signature.....
Address.....
Occupation..... Address for the purpose of clause 5(*b*)
.....District.....Town.....Street.....Number of house.....

(Schedule above referred to)

Machinery.

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## FORM V.

MORTGAGE DEED TO BE EXECUTED BY THE BORROWER.

THIS INSTRUMENT MADE the.....day of.....192.....between.....of....(hereinafter called "the Mortgagor") of the one part and t Director of Industries and Commerce on behalf of the Government of His Highness the Maharaja Mysore ("hereinafter called the Mortgagee") of the other part.

WHEREAS the Mortgagor $\frac{\text{has}}{\text{have}}$ received from the Director of Industries and Commerce..... .....an order under the Rules for the grant of loa generally to facilitate Agricultural and Industrial Operations issued under G. O. No. D. 5135-37- 1. & C. 254-27-7, dated 19th November 1928..... .....and dated the.....day of.....19.....in virt of which the Mortgagor $\frac{\text{is}}{\text{are}}$ entitled to receive the aggregate sum of Rs.....as a loan fro the Mortgagee for the purpose of..... and WHEREAS security for the due application of the amount of the said loan and for the punctu repayment of the same according to the terms of the said order is demanded by or on behalf of t Mortgagee and in order to furnish such security the Mortgagor, has agreed to sign these presents.

NOW THESE PRESENTS WITNESS that in consideration of the said loan and in pursuance of the sa agreement, the Mortgagor doth hereby transfer to the Motgagee, his successors and assigns the immo able property described in Schedule A hereunder written with the appurtenances thereto subject redemption as hereinafter mentioned.

THESE PRESENTS ALSO WITNESS that in consideration of the said loan and in pursuance of t said agreement, the Mortgagor doth hereby further transfer to the Mortgagee, his successors a assigns the property described in Schedule B hereunder written, being that on which the said loan be expended, subject to redemption as hereinafter mentioned.

AND it is hereby agreed that if the Mortgagor $\frac{\text{his}}{\text{their}}$ legal representatives and assigns shall du comply with the terms on which the said loan has been granted and shall apply the same and eve part thereof in the manner provided in the said order and shall duly repay the amount of the said loa together with any interest which may have become payable thereon, or any part thereof, and all co if any, incurred by the Mortgagee, his successors or assigns in making the said loan or otherwise connection therewith, the Mortgagee, his successors or assigns, shall thereupon retransfer the sa immovable property noted in Schedule A together with the property described in Schedule B to t Mortgagor, his legal representatives or assigns or as he or they shall direct.

PROVIDED always and it is hereby agreed that in case the Mortgagor, his legal representatives assigns shall fail to comply with the terms on which the said loan has been granted, it shall be lawf for the Mortgagee, his successors and assigns to sell the said immovable property noted in Schedule and the property described in Schedule B or any parts thereof, and out of the proceeds of such sale make good to the Mortgagee his successors or assigns the amount which in consequence of any su default shall be payable by the Mortgagor, his legal representatives or assigns.

In witness whereof the Mortgagor $\frac{\text{has}}{\text{have}}$ hereunto set $\frac{\text{his}}{\text{their}}$ hand the day and year first abc written. (The Schedule above referred to.)

SCHEDULE A.

| Registration District | Registration Sub-District | If the property is house property | | | | | If cultivable land | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Village | Boundaries of the property | Description and value of buildings and how long likely to last | Extent of building site and of vacant ground or compound | Trees, wells, etc. | Survey number | Wet or dry | Extent | Assessment | Trees, wells, etc. |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | | | | | | | | | | | |

SCHEDULE B.

| Registration District | Registration Sub-District | Village | Description of objects upon which the loan is expended |
|---|---|---|---|
| | | | |

*Signature of Borrower.*

**Witness.**

(1) .....son of.....village of.....

(2) .....son of.....village of.....

Signed by the abovementioned
in the presence of

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## FORM VI.

SECURITY BOND TO BE EXECUTED BY A SURETY FOR A BORROWER.

THIS INSTRUMENT MADE the.....day of.....19.....
between.....of.....(hereinafter called "the Mortgagor")
of the one part and the Director of Industries and Commerce on behalf of the Government of His Highness the Maharaja of Mysore (hereinafter called "the Mortgagee") of the other part.

WHEREAS..... $\frac{\text{has}}{\text{have}}$ received from the Director of Industries and Commerce.....
.....an order under the Rules for the grant of loans generally to facilitate agricultural and industrial operations issued under G. O. No. D. 5135-37—I. & C. 254-27-7, dated 19th November 1928, and dated the.....day of.....19.....
in virtue of the said..... $\frac{\text{is}}{\text{are}}$ entitled to receive the aggregate sum of Rs.
.....as a loan from the Mortgagee for the purpose of.....
and WHEREAS security for the due application of the amount of the said loan and for the punctual repayment, of the same according to the terms of the said order is demanded by or on behalf of the Mortgagee and in order to furnish such security, the Mortgagor has agreed to sign these presents.

NOW THESE PRESENTS WITNESS that in consideration of the said loan and in pursuance of the said agreement, the Mortgagor doth hereby transfer to Mortgagee, his successors and assigns the immovable property described in the Schedule hereunder written with the appurtenances thereto subject to redemption as hereinafter mentioned.

AND it is hereby agreed that if the said..... $\frac{\text{his}}{\text{their}}$ legal representatives and assigns shall duly comply with the terms on which the said loan has been granted and shall apply the same and every part thereof in the manner provided in the said order and the said..... $\frac{\text{his}}{\text{their}}$ legal representatives or assigns or the Mortgagor or his legal representatives shall duly repay the amount of the said loan together with any interest which may have become payable thereon, or on any part thereof, and all costs if any, incurred by the Mortgagee, his successors or assigns in making the said loan or otherwise in connection therewith, the Mortgagee, his successors or assigns shall thereupon retransfer the said immovable property to the Mortgagor, his legal representatives or assigns or as he or they shall direct.

PROVIDED always and it is hereby agreed that in case, the said..... $\frac{\text{his}}{\text{their}}$ legal representatives or assigns shall fail to comply with the terms on which the said loan has been granted, it shall be lawful for the Mortgagee, his successors and assigns to sell the said immovable property or any part thereof and out of the proceeds of such sale to make good to the Mortgagee, his successors or assigns the amount and which in consequence of any such default shall be payable by the said..... $\frac{\text{his}}{\text{their}}$ legal representatives or assigns.

PROVIDED also and it is hereby agreed that although as between the said..... .....and the Mortgagor, the Mortgagor is surety only for the said..... yet, as between the Mortgagor and the Mortgagee, the Mortgagor is to be considered as principal debtor for the principal money's interest and costs intended to be hereby secured so that the Mortgagor or his legal representatives shall not be released or exonerated by time being given to the said..... ..... $\frac{\text{his}}{\text{their}}$ legal representative or by any other dealings, act, matter or things whatsoever whereby the Mortgagor or his legal representatives as surety or sureties only for the said..... ..... and $\frac{\text{his}}{\text{their}}$ legal representatives would be so released or exonerated.

In witness whereof, the Mortgagor has hereunto set his hand the day and year first above written.

*Signature of Surety.*

*Witnessess*

**Reviews the Report on the working of the Civil Veterinary Department for the year 1927-28.**

READ—

Letter No. Per. 45-28, dated the 20th November 1928, from the Director of Agriculture in Mysore, submitting the report on the working of the Civil Veterinary Department, during the year 1927-28, together with an introductory note by himself.

ORDER NO. D. 6425-83—C. V. 64-28-2, DATED 22ND DECEMBER 1928.

Recorded.

2. The Civil Veterinary Department was re-organised during the year. A certain amount of decentralisation was effected by increasing the number of Divisional Officers from two to four so as to relieve the Superintendent of some of his routine duties, and also to ensure closer supervision of District work. Another very important measure was the establishment of the Serum Institute on a satisfactory basis. The Department seems to be gaining ground in the confidence of the people and securing an increasing measure of co-operation.

3. The seasonal conditions were on the whole favourable, though scarcity of fodder was experienced in some parts owing to lateness of the N.-E. Monsoon.

4. *Contagious Diseases.*—During the year, 1,186 fresh cases of rinderpest, 2,036 of anthrax, 463 of haemorrhagic septiciemia, 1,505 of blackquarter and 2,397 of other diseases were registered and the situation taxed the resources of the Department severely. The experience this year points to the imperative necessity for exercising effective control over the movements of cattle in infected villages and also to and from cattle fairs. It is also necessary to take measures for securing prompt and correct information of the occurrence of infectious diseases in villages. These questions are being examined by a Sepcial Committee and Government hope a decision will be reached at an early date.

5. The prevalence of rinderpest was unfortunately widespread during the year, mainly on account of the cattle dealers from the Madras Presidency purchasing at cheap prices large numbers of cattle from infected localities and marching them through the State *en route* to the British Territory. It was however a redeeming